

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS**

In re:

) Case No. B

)

)□ **Original Chapter 13 Plan**

)

)□ Modified Chapter 13 Plan, dated _____

Debtors.

☐ A check in this box indicates that the plan contains special provisions, set out in **Section G**. Otherwise, the plan includes no provisions deviating from the model plan adopted by the court at the time of the filing of this case.

A. Budget items

1. As stated in the debtor's Schedule I and J, (a) the number of persons in the debtor's household is _____; (b) their ages are _____; (c) total household monthly income is \$ _____; and (d) total monthly household expenses are \$ _____, leaving monthly disposable income of \$ _____.

2. The debtor's Schedule J includes \$ _____ for charitable contributions; the debtor represents that the debtor made substantially similar contributions for _____ months prior to filing this case.

B. General provisions

1. The debtor assumes all unexpired leases and executory contracts identified in the debtor's Schedule G.

2. The rights of holders of claims secured by a mortgage on real property of the debtor, proposed to be cured in Paragraph 4 of Section E of this plan, shall be modified only to the extent that (a) paying the amounts specified in that paragraph, while making all required postpetition principal, interest and escrow payments, shall result in full reinstatement of the mortgage according to its original terms, extinguishing any right of the mortgage holder to recover any amount alleged to have arisen prior to or during the pendency of the case, other than costs of collection, and (b) all costs of collection, including attorneys' fees, that arise during the pendency of this case may only be claimed by the mortgagee pursuant to the provisions of Paragraph 10 of Section E of this plan, and if not so claimed, are waived upon completion of this plan and may not be asserted thereafter.

3. The holder of any claim secured by property of the estate, other than a mortgage treated in Section C or in Paragraph 3 of Section E, shall retain the lien

- ☐ until receipt of all payments provided for by this plan on account of the claim, including payments on account of any unsecured portion of the claim, */or/*
- ☐ until receipt of all payments provided for by this plan on account of the portion of the claim that is a secured claim under 11 U.S.C. § 506(a),

at which time the lien shall terminate and be released by the creditor.

4. Within 14 days of a request by the trustee, the debtor shall provide (a) copies of any tax returns filed during the pendency of this case, and (b) a copy of the debtor's current wage statement.

5. The debtor shall retain records, including all receipts, of all charitable donations listed in Schedule J.

C. Direct payment of claims by debtor

- ☐ The debtor will make no direct payments to creditors holding prepetition claims. /or/
- ☐ The debtor will make current monthly payments, as listed in the debtor's Schedule J—increased or decreased as necessary to reflect changes in variable interest rates, escrow requirements, collection costs, or similar matters—directly to the following creditors holding claims secured by a mortgage on the debtor's real property:

Creditor: _____, monthly payment, \$ _____;

Creditor: _____, monthly payment, \$ _____.

D. Payments by debtor to the trustee

1. Initial plan term. The debtor will pay to the trustee \$ _____ monthly for _____ months [and \$ _____ monthly for an additional _____ months], for total payments, during the initial plan term, of \$ _____. [Enter this amount on Line 1 of Section H.]

2. Adjustments to initial term. (a) If the amount paid by the debtor to the trustee during the initial plan term does not permit payment of general unsecured claims as specified in Paragraphs 8 and 9 of Section E, then the debtor shall make additional monthly payments, during the maximum plan term allowed by law, sufficient to permit the specified payments. (b) The plan will conclude, prior to the end of the initial term, at such time as all allowed claims are paid in full, with any interest required by the plan.

E. Disbursements by the trustee

The trustee shall disburse payments received from the debtor under this plan as follows:

1. Trustee's fees. Payable monthly, as authorized; estimated at _____ % of plan payments; and during the initial plan term, totaling \$ _____. [Enter this amount on Line 2a of Section H.]

2. Priority claims of debtor's attorney. Payable in amounts allowed by court order, in installments. Installment payments shall be made as follows, up to the allowed amount, unless lower installment payments are ordered by the court: an initial installment of one-half of the funds held by the trustee at the time the trustee receives the order allowing fees (not including amounts for current mortgage payments) and subsequent monthly installments of one-half of the regular monthly payment of the debtor (not including current mortgage payments). The total claim of debtor's attorney is estimated to be \$ _____. [Enter this amount on Line 2b of Section H.]

3. Current mortgage payments. Payable according to the terms of the mortgage, as set forth below, beginning with the first payment due after the filing of the case. Each of these payments shall be increased or decreased by the trustee as necessary to reflect changes in variable interest rates, escrow requirements, or similar matters; the trustee shall make the change in payments as soon as practicable after receipt of a notice of the change issued by the mortgage holder, but no later than 14 days after such receipt. The trustee shall notify the debtor of any such change at least 7 days before putting the change into effect.

(a) To creditor _____, monthly payments of \$ _____.
These payments, over the term of the plan, are estimated to total \$ _____.

(b) To creditor _____, monthly payments of \$ _____.
These payments, over the term of the plan, are estimated to total \$ _____.

If this box ☐ is checked, additional current mortgage payments are listed on the **overflow page**.
The total of all current mortgage payments to be made by the trustee under the plan is estimated to be \$ _____. [Enter this amount on Line 2c of Section H.]

4. Mortgage arrears. Payable as set forth below, regardless of contrary proofs of claim, except that the arrears payable may be reduced either with the consent of the mortgagee or by court order, entered on motion of the debtor with notice to the trustee and the mortgagee. Any such reduction shall be effective 14 days after either the trustee's receipt of a notice of reduction consented to by the mortgagee or the entry of a court order reducing the arrearage.

(a) To creditor _____, arrears of \$ _____, payable monthly
☐ pro rata with payments on secured claims /or/ ☐ in fixed installments of \$ _____;
and payable ☐ without interest /or/ ☐ with interest at an annual percentage rate of _____ %.
These arrearage payments, over the term of the plan, are estimated to total \$ _____.

(b) To creditor _____, arrears of \$ _____, payable monthly
☐ pro rata with payments on secured claims /or/ ☐ in fixed installments of \$ _____;

and payable ☐ without interest /or/ ☐ with interest at an annual percentage rate of _____%.
These arrearage payments, over the term of the plan, are estimated to total \$_____.

If this box ☐ is checked, additional direct arrearage payments are listed on the **overflow page**.

The total of all mortgage arrearage payments to be made by the trustee under the plan is estimated to be \$_____. [Enter this amount on Line 2d of Section H.]

5. Other secured claims. All secured claims, other than mortgage claims treated above, are to be paid in full during the plan term, with interest at an annual percentage rate specified below in the amounts stated (subject to reduction either with the consent of the creditor or by court order, implemented as for reductions of mortgage arrears), regardless of contrary proofs of claim, in monthly installments, pro rata, but with fixed monthly payments if so specified (by a check mark and payment amount):

(a) Creditor: _____ Collateral: _____
Amount of secured claim: \$ _____ APR _____% ☐ Fixed monthly payment: \$ _____;
Total estimated payments, including interest, on the claim: \$_____.

(b) Creditor: _____ Collateral: _____
Amount of secured claim: \$ _____ APR _____% ☐ Fixed monthly payment: \$ _____;
Total estimated payments, including interest, on the claim: \$_____.

If this box ☐ is checked, additional secured claims are listed on the **overflow page**. [All claims in the debtor's Schedule D, other than mortgages treated above, must be listed in this paragraph.]

The total of all payments on these secured claims, including interest, is estimated to be \$_____.
[Enter this amount on Line 2e of Section H.]

6. Allowed priority claims other than those of the debtor's attorney. Payable in full, without interest, on a pro rata basis. The total of all payments on non-attorney priority claims to be made by the trustee under the plan is estimated to be \$_____. [Enter this amount on Line 2f of Section H.]

7. Specially classified unsecured claim. A special class consisting of the following non-priority unsecured claim: _____ shall be paid at _____% of the allowed amount. The total of all payments to this special class is estimated to be \$_____.
[Enter this amount on Line 2g of Section H.]

Reason for the special class:_____.

8. General unsecured claims (GUCs). All allowed nonpriority unsecured claims, not specially classified, including unsecured deficiency claims under 11 U.S.C. § 506(a), shall be paid, pro rata, ☐ in full, /or/ ☐ to the extent possible from the payments set out in Section D, but not less than _____% of their allowed amount.
[Enter minimum payment percentage on Line 4b of Section H.]

9. Interest. Interest ☐ shall not be paid on unsecured claims /or/ interest ☐ shall be paid on unsecured claims, including priority and specially classified claims, at an annual percentage rate of _____%. [Complete Line 4d of Section H to reflect interest payable.]

10. Costs of Collection. For all claims treated under Paragraphs 3, 4, and 5 of this section, costs of collection, including attorneys fees, arising during the pendency of this case, may only be collected by the creditor through the following procedure, unless otherwise ordered by the court: (a) the costs must be itemized in a notice, served within 90 days of the time the costs arose, on the trustee, the debtor, and the debtor's attorney; (b) unless subject to an objection filed within 14 days after notice of the costs of collection is given, the costs will be deemed allowed and approved as reasonable by the court; (c) the trustee shall commence making payments of the costs to the creditor, in the manner set forth below; (d) in the absence of objection, payments of the costs of collection shall be made with the regular monthly plan disbursements, commencing with the

first disbursement taking place at least 21 days after notice of costs is given; (e) payments shall be in equal monthly amounts pro rated over the months remaining in the plan, unless the debtor agrees to larger monthly payments; (f) any party objecting to the payment of costs of collection must file and serve on the trustee, debtor, debtor's attorney and the creditor seeking payment, a written objection with a notice setting a hearing before the court within 14 days of filing; (g) upon receipt of objection, the trustee shall make no payment of the costs of collection until the objection is resolved by the court and shall thereafter make payment of any amount allowed by the court in equal monthly installments prorated over the remaining months of the plan, or in such other amounts as the court may order. However, in the event that a creditor is granted relief from the automatic stay or the case is converted or dismissed, costs of collection, whether or not approved by the court, shall be collected in accordance with otherwise applicable law and not paid by the trustee pursuant to the procedure set forth above.

F. Priority The trustee shall pay the amounts specified in Section E of this Plan in the following order of priority: (1) trustee's authorized percentage fee; (2) priority claims of the debtor's attorney; (3) secured claims paid in fixed monthly installments (pro rata in the event of an insufficiency); (4) costs of collection on secured claims; (5) secured claims not paid in fixed installments; (6) priority claims other than those of the debtor's attorney; (7) specially classified nonpriority unsecured claims; and (8) general unsecured claims.

G. Special terms Notwithstanding anything to the contrary set forth above, this Plan shall include the provisions set forth in the box following the signatures. **The provisions will not be effective unless there is a check in the notice box preceding Section A.**

H. Summary of payments to and from the trustee

(1) Total payments from the debtor to the Chapter 13 trustee (subject to Paragraph 2 of Section D)		\$ _____
(2) Estimated disbursements by the trustee for non-GUCs (general unsecured claims):		
(a) Trustee's Fees	\$ _____	
(b) Priority payments to debtor's attorney	\$ _____	
(c) Current mortgage payments	\$ _____	
(d) Payments of mortgage arrears	\$ _____	
(e) Payments of other allowed secured claims	\$ _____	
(f) Payments of non-attorney priority claims	\$ _____	
(g) Payments of specially classified unsecured claims	\$ _____	
(h) Total [add Lines 2a through 2g]		\$ _____
(3) Estimated payments available for GUCs and interest during initial plan term [subtract Line 2h from Line 1]		\$ _____
(4) Estimated payments required after initial plan term:		
(a) Estimated total GUCs, including unsecured deficiency claims under § 506(a)	\$ _____	
(b) Minimum GUC payment percentage	_____ %	
(c) Estimated minimum GUC payment [multiply line 4a by line 4b]	\$ _____	
(d) Estimated interest payments on unsecured claims	\$ _____	
(e) Total of GUC and interest payments [add Lines 4c and 4d]	\$ _____	
(f) Payments available during initial term [enter Line 3]	\$ _____	
(g) Additional payments required [subtract Line 4f from line 4e]		\$ _____
(5) Additional payments available:		

- (a) Debtor's monthly payment less trustee's fees and current mortgage payments made by the trustee \$ _____
- (b) Months in maximum plan term after initial term _____
- (c) Payments available *[multiply line 5a by line 5b]* \$ _____

**Sig-
natures:**

Debtor _____ **Date** _____

Debtor _____ **Date** _____

Debtor's Attorney _____ **Date** _____

**Attorney
Information (name,
address, telephone,
etc.)**

Start Over

Special Terms *[as provided in Paragraph G]*

Overflow Page [Attach only if necessary]

**C.
Direct
payment
of claims
by debtor**

Creditor: _____, monthly payment, \$ _____;
Creditor: _____, monthly payment, \$ _____;
Creditor: _____, monthly payment, \$ _____.

**E.
Disburse-
ments by
the
trustee**

3. Current mortgage payments.

- (c) To creditor _____, monthly payments of \$ _____.
These payments, over the term of the plan, are estimated to total \$ _____.
(d) To creditor _____, monthly payments of \$ _____.
These payments, over the term of the plan, are estimated to total \$ _____.
(e) To creditor _____, monthly payments of \$ _____.
These payments, over the term of the plan, are estimated to total \$ _____.

4. Mortgage arrears.

- (c) To creditor _____, arrears of \$ _____, payable monthly
☐ pro rata with payments on secured claims /or/ ☐ in fixed installments of \$ _____;
and payable ☐ without interest /or/ ☐ with interest at an annual percentage rate of _____%.
These arrearage payments, over the term of the plan, are estimated to total \$ _____.
(d) To creditor _____, arrears of \$ _____, payable monthly
☐ pro rata with payments on secured claims /or/ ☐ in fixed installments of \$ _____;
and payable ☐ without interest /or/ ☐ with interest at an annual percentage rate of _____%.
These arrearage payments, over the term of the plan, are estimated to total \$ _____.
(e) To creditor _____, arrears of \$ _____, payable monthly
☐ pro rata with payments on secured claims /or/ ☐ in fixed installments of \$ _____;
and payable ☐ without interest /or/ ☐ with interest at an annual percentage rate of _____%.
These arrearage payments, over the term of the plan, are estimated to total \$ _____.

5. Other secured claims.

- (c) Creditor: _____ Collateral: _____
Amount of secured claim: \$ _____ APR _____% ☐ Fixed monthly payment: \$ _____;
Total estimated payments, including interest, on the claim: \$ _____.
(d) Creditor: _____ Collateral: _____
Amount of secured claim: \$ _____ APR _____% ☐ Fixed monthly payment: \$ _____;
Total estimated payments, including interest, on the claim: \$ _____.
(e) Creditor: _____ Collateral: _____
Amount of secured claim: \$ _____ APR _____% ☐ Fixed monthly payment: \$ _____;
Total estimated payments, including interest, on the claim: \$ _____.
(f) Creditor: _____ Collateral: _____
Amount of secured claim: \$ _____ APR _____% ☐ Fixed monthly payment: \$ _____;
Total estimated payments, including interest, on the claim: \$ _____.
(g) Creditor: _____ Collateral: _____
Amount of secured claim: \$ _____ APR _____% ☐ Fixed monthly payment: \$ _____;
Total estimated payments, including interest, on the claim: \$ _____.